

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

In re:)	
)	Case No. 16-20669 drd7
ANDREW JASON DOPPELT,)	
)	
Debtor)	
_____)	
)	
Andrew Jason Doppelt,)	
)	
Plaintiff,)	Adversary Case No. 16-02017-drd
)	
vs.)	
)	
ReliaMax Surety Company,)	
)	
Defendant.)	
)	

CONSENT JUDGMENT

THIS MATTER comes before the Court for approval of the settlement reached between Andrew Jason Doppelt (“Doppelt”) and ReliaMax Surety Company (“ReliaMax”). Doppelt appears by and through counsel, Harry D. Boul. ReliaMax appears by and through counsel, Jill D. Olsen and John C. Ekman.

Whereupon the Court finds as follows:

1. Doppelt is indebted to ReliaMax in the amount of \$356,122.95 with respect to multiple education loans;
2. There is a *bona fide* dispute between the parties concerning the dischargeability of said loans under 11 U.S.C. § 523(a)(8);
3. The parties have entered into a Settlement Agreement, whereby Mr. Doppelt has agreed to pay the total amount of \$231,480.00 to ReliaMax, subject to paragraph 1(c) of said Settlement Agreement;

4. The parties have agreed that Mr. Doppelt's obligations to ReliaMax under said payment plan shall be deemed nondischargeable under 11 U.S.C. § 523(a)(8), and that all his other obligations to ReliaMax shall be deemed discharged in his current bankruptcy proceeding;

5. ReliaMax may file or issue any necessary tax documents to reflect this debt reduction;

6. All payments shall be made pursuant to the Settlement Agreement executed by and between Doppelt and ReliaMax; and

7. If Doppelt fails to make the payments as set forth in the parties' Settlement Agreement, ReliaMax may immediately enforce the judgment to the fullest extent allowed by law.

IT IS THEREFORE ORDERED that Mr. Doppelt's obligations to ReliaMax under said payment plan are deemed nondischargeable under 11 U.S.C. § 523(a)(8), and that all his other obligations to ReliaMax are deemed discharged in his current bankruptcy proceeding, and ReliaMax may file or issue any necessary tax documents to reflect this debt reduction.

IT IS FURTHER ORDERED that ReliaMax is entitled to judgment against Doppelt in the amount of \$231,480.00, subject to Paragraph 1(c) of the parties' Settlement Agreement.

IT IS FURTHER ORDERED that the execution of the judgment is stayed so long as Doppelt makes payments to ReliaMax as set forth in the parties' Settlement Agreement

IT IS FURTHER ORDERED that, if Doppelt fails to make the payments as set forth in the parties' Settlement Agreement, ReliaMax may immediately enforce the judgment to the fullest extent allowed by law.

IT IS SO ORDERED,

/s/Dennis R. Dow

Honorable Dennis R. Dow, U.S. Bankruptcy Judge

Dated: February 28, 2017

Reviewed and agreed to by:

THE OLSEN LAW FIRM, LLC

/s/ Jill D. Olsen
Jill D. Olsen MO #49835
118 N. Conistor Ln, Suite B #290
Liberty, MO 64068
(816) 521-8811 Phone
(816) 278-9493 Fax
E-mail: jill@olsenlawkc.com

FOX ROTHSCHILD LLP

/s/John Ekman
John Ekman *Pro Hac Vice*
Campbell Mithun Tower, Suite 2000
(612) 607-7000 Phone
(612) 607-7100 Fax
E-mail: jekman@foxrothschild.com

ATTORNEYS FOR RELIAMAX SURETY COMPANY

/s/ Harry D. Boul
Harry D. Boul MO #23181
Boul & Associates, P.C.
One E. Broadway, Suite B
Columbia, MO 65203
Phone: 573-443-7000
Fax: 573-449-6554
E-mail: hboul@earthlink.net

ATTORNEY FOR PLAINTIFF
ANDREW JASON DOPPELT